

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

RECORDATION NO. 14186 Filed 1425

NOV 4 1983 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

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NOV 4 1983 - 2 40 PM

RECORDATION NO. 14186 Filed 1425

INTERSTATE COMMERCE COMMISSION

NOV 4 1983 - 2 40 PM

3-308-1031

No. NOV 4 1983

Date

Fee \$ 100.00

ICC Washington, D.C.

NOV 4 1983 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

November 3, 1983

Asarco Incorporated
Lease Financing Dated as of October 1, 1983
Floating Rate Conditional Sale Indebtedness
Due August 15, 1998

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Asarco Incorporated, for filing and recordation counterparts of the following documents:

1. (a) Conditional Sale Agreement dated as of October 1, 1983, between La Salle National Bank, as Trustee, and each of ACF Sales Corporation and Trinity Industries, Inc., as Builders; and

A- (b) Agreement and Assignment dated as of October 1, 1983, between Mercantile-Safe Deposit and Trust Company, as Agent, and each of ACF Sales Corporation and Trinity Industries, Inc., as Builders.

B- 2. (a) Lease of Railroad Equipment dated as of October 1, 1983, between Asarco Incorporated, as Lessee, and La Salle National Bank, as Trustee; and

C- (b) Assignment of Lease and Agreement dated as of October 1, 1983, between La Salle National Bank, as Trustee, and Mercantile-Safe Deposit and Trust Company, as Agent.

Handwritten signature: C. DeWitt

The names and addresses of the parties to the
aforementioned agreements are as follows:

1. Agent:

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

2. Trustee:

La Salle National Bank
135 South LaSalle Street
Chicago, Illinois 60690

3. Builder-Vendor:

ACF Sales Corporation
750 Third Avenue
New York, N.Y. 10017

Trinity Industries, Inc.
4001 Irving Blvd.
Dallas, Texas 75247

4. Lessee:

Asarco Incorporated
120 Broadway
New York, N.Y. 10271

Please file and record the documents referred to
in this letter and index them under the names of the Agent,
the Trustee, the Builder-Vendor and the Lessee.

The equipment covered by the aforementioned
documents appears on Exhibit A attached hereto and also
bears the legend "Owned by a Bank or Trust Company and
Subject to a Security Agreement Filed with The Interstate
Commerce Commission".

There is also enclosed a check for \$100 payable to
the Interstate Commerce Commission, representing the fee for
recording the Conditional Sale Agreement and related Agree-
ment and Assignment (together constituting one document),
and the Lease of Railroad Equipment and related Assignment
of Lease and Agreement (together constituting one document).

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for Asarco
Incorporated

Agatha L. Mergenovich, Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

14186-A
NOTARIAL NO. Filed 1023

NOV 4 1983 -2 40 PM

INTESTATE COMMERCE COMMISSION

[CS&M Ref. 1575-102]

AGREEMENT AND ASSIGNMENT

Dated as of October 1, 1983

Between

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Agent,

and each of

ACF SALES CORPORATION

and

TRINITY INDUSTRIES, INC.

AGREEMENT AND ASSIGNMENT dated as of October 1, 1983, between each of ACF SALES CORPORATION and TRINITY INDUSTRIES, INC. ("Builders"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, as agent ("Agent") under a Participation Agreement dated as of the date hereof ("Participation Agreement").

The Builders and LA SALLE NATIONAL BANK, acting as trustee ("Trustee") under a Trust Agreement dated as of the date hereof ("Trust Agreement") with STATE FARM LIFE INSURANCE COMPANY ("Owner"), have entered into a Conditional Sale Agreement dated as of the date hereof ("CSA") covering the construction, sale and delivery to the Trustee by the Builders of the railroad equipment described in Annex B to the CSA ("Equipment").

ASARCO INCORPORATED ("Lessee") and the Trustee have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the lease of the Equipment to the Lessee, and the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of the date hereof ("Lease Assignment") providing for the assignment of the Lease to the Agent.

In consideration of the agreements hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. Each Builder hereby transfers and assigns to the Agent, its successors and assigns:

(a) all the right, title and interest of such Builder in and to each unit of Equipment when and as severally delivered to and accepted by the Trustee, subject to payment by the Agent to such Builder of the amount required to be paid pursuant to Section 4 hereof;

(b) all the right, title and interest of such Builder in and to the CSA (except the right to deliver the Equipment and the right to receive the payments specified in Section 4.3(a) thereof and reimbursement for taxes paid or incurred by such Builder) and (except as aforesaid) in and to any and all amounts which may be or become due or owing to such Builder under the CSA on account of the indebtedness in respect of the Purchase Price (as defined in Section 4.1 of the CSA)

of the Equipment and interest thereon, and in and to any other sums becoming due from the Trustee under the CSA, other than those hereinabove excluded; and

(c) except as limited by subsection (b) of this Section, all such Builder's rights, titles, powers, privileges and remedies under the CSA;

without any recourse hereunder, however, against such Builder for or on account of the failure of the Trustee to make any of the payments provided for in the CSA or otherwise to comply with any of the provisions of the CSA; provided, however, that this Assignment shall not subject the Agent to or transfer or in any way affect or modify the obligations of such Builder to deliver the Equipment in accordance with the CSA or with respect to its warranties and agreements referred to in Article 2 or Article 14 of the CSA or relieve the Trustee from its obligations to such Builder contained in the CSA, it being agreed that all obligations of such Builder with respect to the Equipment shall be and remain enforceable by the Trustee and its successors and assigns against and only against such Builder. Each Builder hereby authorizes and empowers the Agent in the Agent's own name or in the name of the Agent's nominee or in the name of and as attorney for such Builder, hereby irrevocably constituted, to demand, sue for, collect and receive any and all sums to which the Agent is or may become entitled under this Assignment and to enforce compliance by the Trustee with the terms and agreements on its part to be performed under the CSA, but at the expense and liability and for the sole benefit of the Agent.

SECTION 2. Each Builder agrees that it shall construct the Equipment in full accordance with the CSA. Each Builder agrees to deliver the Equipment upon completion to the Trustee in accordance with the provisions of the CSA and, notwithstanding this Assignment, to fully perform each of and all the covenants and conditions of the CSA set forth to be performed by such Builder. Each Builder further agrees that it will warrant to the Trustee and the Agent that, at the time of delivery by such Builder of each unit of Equipment under the CSA, it had legal title to such unit and good and lawful right to sell such unit and that such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the CSA and the Lessee under the Lease; and each Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery

of such unit by it under the CSA; all subject, however, to the provisions of the CSA. The Builders will not deliver any of the Equipment to the Trustee under the CSA until the CSA, the Lease, this Assignment and the Lease Assignment have been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 (each Builder and its counsel being entitled to rely on advice from special counsel for the Agent that such filing has occurred).

SECTION 3. Each Builder agrees with the Agent that in any suit, proceeding or action brought by the Agent under the CSA for any installment of indebtedness or interest thereon in respect of the Purchase Price of the Equipment or to enforce any provision of the CSA, such Builder will indemnify, protect and hold harmless the Agent from and against all expenses, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Trustee or the Lessee arising out of a breach by such Builder of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Trustee or the Lessee by such Builder. Each Builder's obligation so to indemnify, protect and hold harmless the Agent is conditional upon (a) the Agent's timely motion or other appropriate action, on the basis of Article 15 of the CSA, to strike any defense, setoff, counterclaim or recoupment asserted by the Trustee or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Agent's prompt notification to the appropriate Builder of the asserted defense, setoff, counterclaim or recoupment and the Agent's giving such Builder the right, at such Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Trustee or the Lessee and not manufactured by such Builder and in cases of designs, processes or combinations specified by the Lessee and not developed by such Builder, each Builder agrees, to the extent provided in Annex A to the CSA and except as otherwise specifically provided in Annex A to the CSA, to indemnify, protect and hold harmless the Agent from and against any and all liability, claims, costs, charges and expenses, including royalty payments and

counsel fees, in any manner imposed upon or accruing against the Agent or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, process, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Agent will give prompt notice to the appropriate Builder of any claim actually known to the Agent which is based upon any such alleged infringement and will give to such Builder the right, at such Builder's expense, to compromise, settle or defend against such claim. Each Builder agrees that any amounts payable to it by the Trustee or the Lessee with respect to the Equipment, whether pursuant to the CSA or otherwise, not hereby assigned to the Agent, shall not be secured by any lien, charge or security interest upon such Equipment or any unit thereof.

SECTION 4. The Agent (as provided in Section 4.2 of the CSA) shall pay to the appropriate Builder on each Closing Date an amount equal to the portion of the Purchase Price of the Equipment then being settled for as shown on the invoice therefor, which under the terms of Section 4.3(b) of the CSA, is payable in installments; provided that the conditions specified in Articles VII and VIII of the Participation Agreement have been satisfied and there shall have been delivered to the Agent, on or prior to such Closing Date, the following documents, in form and substance satisfactory to it and to Cravath, Swaine & Moore, special counsel to the Agent, in such number of counterparts as may be reasonably requested by said special counsel:

(a) a bill or bills of sale from the Builder of the units being settled for to the Agent transferring to the Agent the security interest of such Builder in such units, warranting to the Agent and to the Trustee that, at the time of delivery of such units to the Trustee under the CSA, such Builder had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the CSA and the Lessee under the Lease, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units to the Trustee by such Builder under the CSA;

(b) Certificates of Acceptance on behalf of the Trustee and the Lessee with respect to such units as contemplated by Section 3.4 of the CSA and § 2 of the Lease;

(c) the Invoice (as defined in the CSA) for such units and, if the Purchase Price set forth in the Invoice is other than the base price or prices set forth in Annex B to the CSA, the Invoice shall be accompanied by or having endorsed thereon a certification by the Lessee as to its approval thereof;

(d) an opinion of counsel for the Builder of the units being settled for, dated as of such Closing Date, addressed to the Agent and the Trustee, to the effect that the aforesaid bill or bills of sale have been duly authorized, executed and delivered by such Builder and, assuming that the CSA and this Assignment have been duly filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303, are valid and effective to vest in the Agent the security interest of such Builder in such units, free from all claims, liens, security interests and other encumbrances (other than those created by the CSA and the rights of the Lessee under the Lease) arising from, through or under such Builder;

(e) a receipt from such Builder for any payment (other than the payment being made by the Agent pursuant to the first paragraph of this Section 4) required to be made on such Closing Date to such Builder with respect to such units, unless such payment is made by the Agent with funds furnished to it for that purpose by the Trustee; and

(f) such other certificates or opinions as the Agent may reasonably request.

The obligation of the Agent hereunder to make payment for any of the Equipment assigned hereunder is hereby expressly conditioned upon the Agent's having on deposit, pursuant to the terms of the Participation Agreement, sufficient funds available to make such payment and upon payment by the Trustee of the amount required to be paid by it pursuant to Section 4.3(a) of the CSA. In the event that the Agent shall not make any such payment, the Agent shall reassign to the appropriate Builder, without recourse to the Agent, all right, title and interest of the Agent in and to the units of Equipment with respect to which payment has not been made by the Agent.

SECTION 5. The Agent may assign all or any of its rights under the CSA, including the right to receive any payments due or to become due to it from the Trustee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the

extent of such assignment and upon giving the written notice required in Article 15 of the CSA, enjoy all the rights and privileges and be subject to all the obligations of the Agent hereunder.

SECTION 6. Each Builder hereby:

(a) represents and warrants to the Agent, the Lessee, the Trustee and their successors and assigns that the CSA and this Assignment were duly authorized by it and lawfully executed and delivered by it for a valid consideration; that, assuming due authorization, execution and delivery by the Trustee, the CSA and this Assignment are, insofar as such Builder is concerned, legal, valid and binding instruments, enforceable against such Builder in accordance with their terms and that they are now in force without amendment thereto;

(b) agrees that it will from time to time, at the request of the Agent, make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts as may be necessary and appropriate to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Agent or intended to be so; and

(c) agrees that, subsequent to the payment in full of the Purchase Price, upon request of the Agent, it will execute any and all instruments which may be necessary or proper in order to discharge of record the CSA or any other instrument evidencing any interest of such Builder therein or in the Equipment.

SECTION 7. This Assignment shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing of the CSA and this Assignment as shall be conferred by the laws of the several jurisdictions in which the CSA or this Agreement may be filed or in which any unit of the Equipment shall be located, and any rights arising out of the marking on the units of Equipment.

SECTION 8. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

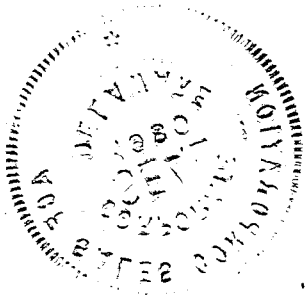
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ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

LA SALLE NATIONAL BANK hereby acknowledges receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment as of October 1, 1983.

LA SALLE NATIONAL BANK, not in its individual capacity but solely as Trustee under the aforesaid Trust Agreement,

by _____
Vice President



STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 2nd day of November 1983, before me personally appeared **E. H. HOLAHAN**, to me personally known, who, being by me duly sworn, says that he is a **VICE PRESIDENT** of ACF SALES CORPORATION, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Anthony M. Romanello
Notary Public

[Notarial Seal]

ANTHONY M. ROMANELLO
Notary Public, State of New York
No. 31-4703607
Qualified in New York County
Commission Expires March 30, 1985

My Commission expires ^{Qualified in New York County}
Commission Expires March 30, 1985

STATE OF TEXAS,)
) ss.:
COUNTY OF DALLAS,)

On this day of 1983, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Senior Vice President of TRINITY INDUSTRIES, INC., a Texas corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of 1983, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

≡[Notarial Seal]

My Commission expires

AGREEMENT AND ASSIGNMENT

Dated as of October 1, 1983

Between

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Agent,

and each of

ACF SALES CORPORATION

and

TRINITY INDUSTRIES, INC.

AGREEMENT AND ASSIGNMENT dated as of October 1, 1983, between each of ACF SALES CORPORATION and TRINITY INDUSTRIES, INC. ("Builders"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, as agent ("Agent") under a Participation Agreement dated as of the date hereof ("Participation Agreement").

The Builders and LA SALLE NATIONAL BANK, acting as trustee ("Trustee") under a Trust Agreement dated as of the date hereof ("Trust Agreement") with STATE FARM LIFE INSURANCE COMPANY ("Owner"), have entered into a Conditional Sale Agreement dated as of the date hereof ("CSA") covering the construction, sale and delivery to the Trustee by the Builders of the railroad equipment described in Annex B to the CSA ("Equipment").

ASARCO INCORPORATED ("Lessee") and the Trustee have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the lease of the Equipment to the Lessee, and the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of the date hereof ("Lease Assignment") providing for the assignment of the Lease to the Agent.

In consideration of the agreements hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. Each Builder hereby transfers and assigns to the Agent, its successors and assigns:

(a) all the right, title and interest of such Builder in and to each unit of Equipment when and as severally delivered to and accepted by the Trustee, subject to payment by the Agent to such Builder of the amount required to be paid pursuant to Section 4 hereof;

(b) all the right, title and interest of such Builder in and to the CSA (except the right to deliver the Equipment and the right to receive the payments specified in Section 4.3(a) thereof and reimbursement for taxes paid or incurred by such Builder) and (except as aforesaid) in and to any and all amounts which may be or become due or owing to such Builder under the CSA on account of the indebtedness in respect of the Purchase Price (as defined in Section 4.1 of the CSA)

of the Equipment and interest thereon, and in and to any other sums becoming due from the Trustee under the CSA, other than those hereinabove excluded; and

(c) except as limited by subsection (b) of this Section, all such Builder's rights, titles, powers, privileges and remedies under the CSA;

without any recourse hereunder, however, against such Builder for or on account of the failure of the Trustee to make any of the payments provided for in the CSA or otherwise to comply with any of the provisions of the CSA; provided, however, that this Assignment shall not subject the Agent to or transfer or in any way affect or modify the obligations of such Builder to deliver the Equipment in accordance with the CSA or with respect to its warranties and agreements referred to in Article 2 or Article 14 of the CSA or relieve the Trustee from its obligations to such Builder contained in the CSA, it being agreed that all obligations of such Builder with respect to the Equipment shall be and remain enforceable by the Trustee and its successors and assigns against and only against such Builder. Each Builder hereby authorizes and empowers the Agent in the Agent's own name or in the name of the Agent's nominee or in the name of and as attorney for such Builder, hereby irrevocably constituted, to demand, sue for, collect and receive any and all sums to which the Agent is or may become entitled under this Assignment and to enforce compliance by the Trustee with the terms and agreements on its part to be performed under the CSA, but at the expense and liability and for the sole benefit of the Agent.

SECTION 2. Each Builder agrees that it shall construct the Equipment in full accordance with the CSA. Each Builder agrees to deliver the Equipment upon completion to the Trustee in accordance with the provisions of the CSA and, notwithstanding this Assignment, to fully perform each of and all the covenants and conditions of the CSA set forth to be performed by such Builder. Each Builder further agrees that it will warrant to the Trustee and the Agent that, at the time of delivery by such Builder of each unit of Equipment under the CSA, it had legal title to such unit and good and lawful right to sell such unit and that such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the CSA and the Lessee under the Lease; and each Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery

of such unit by it under the CSA; all subject, however, to the provisions of the CSA. The Builders will not deliver any of the Equipment to the Trustee under the CSA until the CSA, the Lease, this Assignment and the Lease Assignment have been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 (each Builder and its counsel being entitled to rely on advice from special counsel for the Agent that such filing has occurred).

SECTION 3. Each Builder agrees with the Agent that in any suit, proceeding or action brought by the Agent under the CSA for any installment of indebtedness or interest thereon in respect of the Purchase Price of the Equipment or to enforce any provision of the CSA, such Builder will indemnify, protect and hold harmless the Agent from and against all expenses, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Trustee or the Lessee arising out of a breach by such Builder of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Trustee or the Lessee by such Builder. Each Builder's obligation so to indemnify, protect and hold harmless the Agent is conditional upon (a) the Agent's timely motion or other appropriate action, on the basis of Article 15 of the CSA, to strike any defense, setoff, counterclaim or recoupment asserted by the Trustee or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Agent's prompt notification to the appropriate Builder of the asserted defense, setoff, counterclaim or recoupment and the Agent's giving such Builder the right, at such Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Trustee or the Lessee and not manufactured by such Builder and in cases of designs, processes or combinations specified by the Lessee and not developed by such Builder, each Builder agrees, to the extent provided in Annex A to the CSA and except as otherwise specifically provided in Annex A to the CSA, to indemnify, protect and hold harmless the Agent from and against any and all liability, claims, costs, charges and expenses, including royalty payments and

counsel fees, in any manner imposed upon or accruing against the Agent or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, process, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Agent will give prompt notice to the appropriate Builder of any claim actually known to the Agent which is based upon any such alleged infringement and will give to such Builder the right, at such Builder's expense, to compromise, settle or defend against such claim. Each Builder agrees that any amounts payable to it by the Trustee or the Lessee with respect to the Equipment, whether pursuant to the CSA or otherwise, not hereby assigned to the Agent, shall not be secured by any lien, charge or security interest upon such Equipment or any unit thereof.

SECTION 4. The Agent (as provided in Section 4.2 of the CSA) shall pay to the appropriate Builder on each Closing Date an amount equal to the portion of the Purchase Price of the Equipment then being settled for as shown on the invoice therefor, which under the terms of Section 4.3(b) of the CSA, is payable in installments; provided that the conditions specified in Articles VII and VIII of the Participation Agreement have been satisfied and there shall have been delivered to the Agent, on or prior to such Closing Date, the following documents, in form and substance satisfactory to it and to Cravath, Swaine & Moore, special counsel to the Agent, in such number of counterparts as may be reasonably requested by said special counsel:

(a) a bill or bills of sale from the Builder of the units being settled for to the Agent transferring to the Agent the security interest of such Builder in such units, warranting to the Agent and to the Trustee that, at the time of delivery of such units to the Trustee under the CSA, such Builder had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the CSA and the Lessee under the Lease, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units to the Trustee by such Builder under the CSA;

(b) Certificates of Acceptance on behalf of the Trustee and the Lessee with respect to such units as contemplated by Section 3.4 of the CSA and § 2 of the Lease;

(c) the Invoice (as defined in the CSA) for such units and, if the Purchase Price set forth in the Invoice is other than the base price or prices set forth in Annex B to the CSA, the Invoice shall be accompanied by or having endorsed thereon a certification by the Lessee as to its approval thereof;

(d) an opinion of counsel for the Builder of the units being settled for, dated as of such Closing Date, addressed to the Agent and the Trustee, to the effect that the aforesaid bill or bills of sale have been duly authorized, executed and delivered by such Builder and, assuming that the CSA and this Assignment have been duly filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303, are valid and effective to vest in the Agent the security interest of such Builder in such units, free from all claims, liens, security interests and other encumbrances (other than those created by the CSA and the rights of the Lessee under the Lease) arising from, through or under such Builder;

(e) a receipt from such Builder for any payment (other than the payment being made by the Agent pursuant to the first paragraph of this Section 4) required to be made on such Closing Date to such Builder with respect to such units, unless such payment is made by the Agent with funds furnished to it for that purpose by the Trustee; and

(f) such other certificates or opinions as the Agent may reasonably request.

The obligation of the Agent hereunder to make payment for any of the Equipment assigned hereunder is hereby expressly conditioned upon the Agent's having on deposit, pursuant to the terms of the Participation Agreement, sufficient funds available to make such payment and upon payment by the Trustee of the amount required to be paid by it pursuant to Section 4.3(a) of the CSA. In the event that the Agent shall not make any such payment, the Agent shall reassign to the appropriate Builder, without recourse to the Agent, all right, title and interest of the Agent in and to the units of Equipment with respect to which payment has not been made by the Agent.

SECTION 5. The Agent may assign all or any of its rights under the CSA, including the right to receive any payments due or to become due to it from the Trustee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the

extent of such assignment and upon giving the written notice required in Article 15 of the CSA, enjoy all the rights and privileges and be subject to all the obligations of the Agent hereunder.

SECTION 6. Each Builder hereby:

(a) represents and warrants to the Agent, the Lessee, the Trustee and their successors and assigns that the CSA and this Assignment were duly authorized by it and lawfully executed and delivered by it for a valid consideration; that, assuming due authorization, execution and delivery by the Trustee, the CSA and this Assignment are, insofar as such Builder is concerned, legal, valid and binding instruments, enforceable against such Builder in accordance with their terms and that they are now in force without amendment thereto;

(b) agrees that it will from time to time, at the request of the Agent, make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts as may be necessary and appropriate to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Agent or intended to be so; and

(c) agrees that, subsequent to the payment in full of the Purchase Price, upon request of the Agent, it will execute any and all instruments which may be necessary or proper in order to discharge of record the CSA or any other instrument evidencing any interest of such Builder therein or in the Equipment.

SECTION 7. This Assignment shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing of the CSA and this Assignment as shall be conferred by the laws of the several jurisdictions in which the CSA or this Agreement may be filed or in which any unit of the Equipment shall be located, and any rights arising out of the marking on the units of Equipment.

SECTION 8. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to

the Agent shall be deemed to be the original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

[Corporate Seal]

ACF SALES CORPORATION,

by

Attest:

Senior Vice President

Assistant Secretary

[Corporate Seal]

TRINITY INDUSTRIES, INC.,

by

Attest:

J. B. Breding

Senior Vice President

Neil C. Sheep

Assistant Secretary

[Corporate Seal]

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY,

by

Attest:

Assistant Vice President

Assistant Corporate
Trust Officer

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

LA SALLE NATIONAL BANK hereby acknowledges receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment as of October 1, 1983.

LA SALLE NATIONAL BANK, not in its individual capacity but solely as Trustee under the aforesaid Trust Agreement,

by _____
Vice President



STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 1983, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of ACF SALES CORPORATION, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF TEXAS,)
) ss.:
COUNTY OF DALLAS,)

On this *2nd* day of *November* 1983, before me personally appeared *E. B. Greeting*, to me personally known, who, being by me duly sworn, says that he is a Senior Vice President of TRINITY INDUSTRIES, INC., a Texas corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Beverly A. Baldwin

Notary Public

[Notarial Seal]

My Commission expires

11/30/85

STATE OF MARYLAND,)

) SS.:

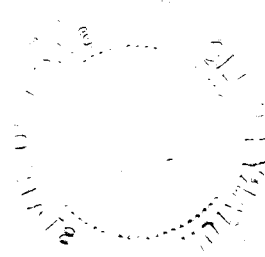
On this day of 1983, before me

personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires



[CS&M Ref. 1575-102]

AGREEMENT AND ASSIGNMENT

Dated as of October 1, 1983

Between

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Agent,

and each of

ACF SALES CORPORATION

and

TRINITY INDUSTRIES, INC.

AGREEMENT AND ASSIGNMENT dated as of October 1, 1983, between each of ACF SALES CORPORATION and TRINITY INDUSTRIES, INC. ("Builders"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, as agent ("Agent") under a Participation Agreement dated as of the date hereof ("Participation Agreement").

The Builders and LA SALLE NATIONAL BANK, acting as trustee ("Trustee") under a Trust Agreement dated as of the date hereof ("Trust Agreement") with STATE FARM LIFE INSURANCE COMPANY ("Owner"), have entered into a Conditional Sale Agreement dated as of the date hereof ("CSA") covering the construction, sale and delivery to the Trustee by the Builders of the railroad equipment described in Annex B to the CSA ("Equipment").

ASARCO INCORPORATED ("Lessee") and the Trustee have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the lease of the Equipment to the Lessee, and the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of the date hereof ("Lease Assignment") providing for the assignment of the Lease to the Agent.

In consideration of the agreements hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. Each Builder hereby transfers and assigns to the Agent, its successors and assigns:

(a) all the right, title and interest of such Builder in and to each unit of Equipment when and as severally delivered to and accepted by the Trustee, subject to payment by the Agent to such Builder of the amount required to be paid pursuant to Section 4 hereof;

(b) all the right, title and interest of such Builder in and to the CSA (except the right to deliver the Equipment and the right to receive the payments specified in Section 4.3(a) thereof and reimbursement for taxes paid or incurred by such Builder) and (except as aforesaid) in and to any and all amounts which may be or become due or owing to such Builder under the CSA on account of the indebtedness in respect of the Purchase Price (as defined in Section 4.1 of the CSA)

of the Equipment and interest thereon, and in and to any other sums becoming due from the Trustee under the CSA, other than those hereinabove excluded; and

(c) except as limited by subsection (b) of this Section, all such Builder's rights, titles, powers, privileges and remedies under the CSA;

without any recourse hereunder, however, against such Builder for or on account of the failure of the Trustee to make any of the payments provided for in the CSA or otherwise to comply with any of the provisions of the CSA; provided, however, that this Assignment shall not subject the Agent to or transfer or in any way affect or modify the obligations of such Builder to deliver the Equipment in accordance with the CSA or with respect to its warranties and agreements referred to in Article 2 or Article 14 of the CSA or relieve the Trustee from its obligations to such Builder contained in the CSA, it being agreed that all obligations of such Builder with respect to the Equipment shall be and remain enforceable by the Trustee and its successors and assigns against and only against such Builder. Each Builder hereby authorizes and empowers the Agent in the Agent's own name or in the name of the Agent's nominee or in the name of and as attorney for such Builder, hereby irrevocably constituted, to demand, sue for, collect and receive any and all sums to which the Agent is or may become entitled under this Assignment and to enforce compliance by the Trustee with the terms and agreements on its part to be performed under the CSA, but at the expense and liability and for the sole benefit of the Agent.

SECTION 2. Each Builder agrees that it shall construct the Equipment in full accordance with the CSA. Each Builder agrees to deliver the Equipment upon completion to the Trustee in accordance with the provisions of the CSA and, notwithstanding this Assignment, to fully perform each of and all the covenants and conditions of the CSA set forth to be performed by such Builder. Each Builder further agrees that it will warrant to the Trustee and the Agent that, at the time of delivery by such Builder of each unit of Equipment under the CSA, it had legal title to such unit and good and lawful right to sell such unit and that such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the CSA and the Lessee under the Lease; and each Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery

of such unit by it under the CSA; all subject, however, to the provisions of the CSA. The Builders will not deliver any of the Equipment to the Trustee under the CSA until the CSA, the Lease, this Assignment and the Lease Assignment have been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 (each Builder and its counsel being entitled to rely on advice from special counsel for the Agent that such filing has occurred).

SECTION 3. Each Builder agrees with the Agent that in any suit, proceeding or action brought by the Agent under the CSA for any installment of indebtedness or interest thereon in respect of the Purchase Price of the Equipment or to enforce any provision of the CSA, such Builder will indemnify, protect and hold harmless the Agent from and against all expenses, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Trustee or the Lessee arising out of a breach by such Builder of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Trustee or the Lessee by such Builder. Each Builder's obligation so to indemnify, protect and hold harmless the Agent is conditional upon (a) the Agent's timely motion or other appropriate action, on the basis of Article 15 of the CSA, to strike any defense, setoff, counterclaim or recoupment asserted by the Trustee or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Agent's prompt notification to the appropriate Builder of the asserted defense, setoff, counterclaim or recoupment and the Agent's giving such Builder the right, at such Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Trustee or the Lessee and not manufactured by such Builder and in cases of designs, processes or combinations specified by the Lessee and not developed by such Builder, each Builder agrees, to the extent provided in Annex A to the CSA and except as otherwise specifically provided in Annex A to the CSA, to indemnify, protect and hold harmless the Agent from and against any and all liability, claims, costs, charges and expenses, including royalty payments and

counsel fees, in any manner imposed upon or accruing against the Agent or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, process, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Agent will give prompt notice to the appropriate Builder of any claim actually known to the Agent which is based upon any such alleged infringement and will give to such Builder the right, at such Builder's expense, to compromise, settle or defend against such claim. Each Builder agrees that any amounts payable to it by the Trustee or the Lessee with respect to the Equipment, whether pursuant to the CSA or otherwise, not hereby assigned to the Agent, shall not be secured by any lien, charge or security interest upon such Equipment or any unit thereof.

SECTION 4. The Agent (as provided in Section 4.2 of the CSA) shall pay to the appropriate Builder on each Closing Date an amount equal to the portion of the Purchase Price of the Equipment then being settled for as shown on the invoice therefor, which under the terms of Section 4.3(b) of the CSA, is payable in installments; provided that the conditions specified in Articles VII and VIII of the Participation Agreement have been satisfied and there shall have been delivered to the Agent, on or prior to such Closing Date, the following documents, in form and substance satisfactory to it and to Cravath, Swaine & Moore, special counsel to the Agent, in such number of counterparts as may be reasonably requested by said special counsel:

(a) a bill or bills of sale from the Builder of the units being settled for to the Agent transferring to the Agent the security interest of such Builder in such units, warranting to the Agent and to the Trustee that, at the time of delivery of such units to the Trustee under the CSA, such Builder had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the CSA and the Lessee under the Lease, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units to the Trustee by such Builder under the CSA;

(b) Certificates of Acceptance on behalf of the Trustee and the Lessee with respect to such units as contemplated by Section 3.4 of the CSA and § 2 of the Lease;

(c) the Invoice (as defined in the CSA) for such units and, if the Purchase Price set forth in the Invoice is other than the base price or prices set forth in Annex B to the CSA, the Invoice shall be accompanied by or having endorsed thereon a certification by the Lessee as to its approval thereof;

(d) an opinion of counsel for the Builder of the units being settled for, dated as of such Closing Date, addressed to the Agent and the Trustee, to the effect that the aforesaid bill or bills of sale have been duly authorized, executed and delivered by such Builder and, assuming that the CSA and this Assignment have been duly filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303, are valid and effective to vest in the Agent the security interest of such Builder in such units, free from all claims, liens, security interests and other encumbrances (other than those created by the CSA and the rights of the Lessee under the Lease) arising from, through or under such Builder;

(e) a receipt from such Builder for any payment (other than the payment being made by the Agent pursuant to the first paragraph of this Section 4) required to be made on such Closing Date to such Builder with respect to such units, unless such payment is made by the Agent with funds furnished to it for that purpose by the Trustee; and

(f) such other certificates or opinions as the Agent may reasonably request.

The obligation of the Agent hereunder to make payment for any of the Equipment assigned hereunder is hereby expressly conditioned upon the Agent's having on deposit, pursuant to the terms of the Participation Agreement, sufficient funds available to make such payment and upon payment by the Trustee of the amount required to be paid by it pursuant to Section 4.3(a) of the CSA. In the event that the Agent shall not make any such payment, the Agent shall reassign to the appropriate Builder, without recourse to the Agent, all right, title and interest of the Agent in and to the units of Equipment with respect to which payment has not been made by the Agent.

SECTION 5. The Agent may assign all or any of its rights under the CSA, including the right to receive any payments due or to become due to it from the Trustee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the

extent of such assignment and upon giving the written notice required in Article 15 of the CSA, enjoy all the rights and privileges and be subject to all the obligations of the Agent hereunder.

SECTION 6. Each Builder hereby:

(a) represents and warrants to the Agent, the Lessee, the Trustee and their successors and assigns that the CSA and this Assignment were duly authorized by it and lawfully executed and delivered by it for a valid consideration; that, assuming due authorization, execution and delivery by the Trustee, the CSA and this Assignment are, insofar as such Builder is concerned, legal, valid and binding instruments, enforceable against such Builder in accordance with their terms and that they are now in force without amendment thereto;

(b) agrees that it will from time to time, at the request of the Agent, make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts as may be necessary and appropriate to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Agent or intended to be so; and

(c) agrees that, subsequent to the payment in full of the Purchase Price, upon request of the Agent, it will execute any and all instruments which may be necessary or proper in order to discharge of record the CSA or any other instrument evidencing any interest of such Builder therein or in the Equipment.

SECTION 7. This Assignment shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing of the CSA and this Assignment as shall be conferred by the laws of the several jurisdictions in which the CSA or this Agreement may be filed or in which any unit of the Equipment shall be located, and any rights arising out of the marking on the units of Equipment.

SECTION 8. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to

the Agent shall be deemed to be the original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

[Corporate Seal]

ACF SALES CORPORATION,

by

Attest:

Senior Vice President

Assistant Secretary

[Corporate Seal]

TRINITY INDUSTRIES, INC.,

by

Attest:

Senior Vice President

Assistant Secretary

[Corporate Seal]

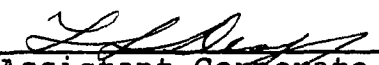
MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY,

by

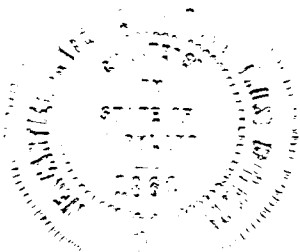
Attest:



Assistant Vice President



Assistant Corporate
Trust Officer

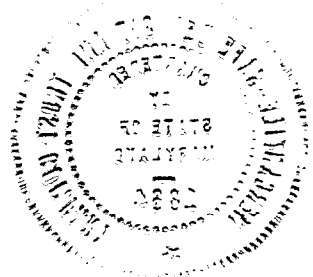


ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

LA SALLE NATIONAL BANK hereby acknowledges receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment as of October 1, 1983.

LA SALLE NATIONAL BANK, not in its individual capacity but solely as Trustee under the aforesaid Trust Agreement,

by _____
Vice President



STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 1983, before me
personally appeared , to me
personally known, who, being by me duly sworn, says that he
is a of ACF SALES CORPORATION, a Delaware
corporation, that one of the seals affixed to the foregoing
instrument is the corporate seal of said Corporation, that
said instrument was signed and sealed on behalf of said
Corporation by authority of its Board of Directors and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF TEXAS,)
) ss.:
COUNTY OF DALLAS,)

On this day of 1983, before me
personally appeared ,
to me personally known, who, being by me duly sworn, says
that he is a Senior Vice President of TRINITY INDUSTRIES,
INC., a Texas corporation, that one of the seals affixed to
the foregoing instrument is the corporate seal of said
Corporation, that said instrument was signed and sealed on
behalf of said Corporation by authority of its Board of
Directors and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
Corporation.

Notary Public

[Notarial Seal]

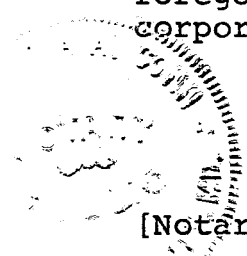
My Commission expires

STATE OF MARYLAND,)

) ss.:

CITY OF BALTIMORE,)

On this *2nd* day of *November* 1983, before me personally appeared *R. E. Schreiber*, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Patricia A. Conn
Notary Public

[Notarial Seal]

My Commission expires *7-1-86*

[CS&M Ref. 1575-102]

AGREEMENT AND ASSIGNMENT

Dated as of October 1, 1983

Between

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Agent,

and each of

ACF SALES CORPORATION

and

TRINITY INDUSTRIES, INC.

AGREEMENT AND ASSIGNMENT dated as of October 1, 1983, between each of ACF SALES CORPORATION and TRINITY INDUSTRIES, INC. ("Builders"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, as agent ("Agent") under a Participation Agreement dated as of the date hereof ("Participation Agreement").

The Builders and LA SALLE NATIONAL BANK, acting as trustee ("Trustee") under a Trust Agreement dated as of the date hereof ("Trust Agreement") with STATE FARM LIFE INSURANCE COMPANY ("Owner"), have entered into a Conditional Sale Agreement dated as of the date hereof ("CSA") covering the construction, sale and delivery to the Trustee by the Builders of the railroad equipment described in Annex B to the CSA ("Equipment").

ASARCO INCORPORATED ("Lessee") and the Trustee have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the lease of the Equipment to the Lessee, and the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of the date hereof ("Lease Assignment") providing for the assignment of the Lease to the Agent.

In consideration of the agreements hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. Each Builder hereby transfers and assigns to the Agent, its successors and assigns:

(a) all the right, title and interest of such Builder in and to each unit of Equipment when and as severally delivered to and accepted by the Trustee, subject to payment by the Agent to such Builder of the amount required to be paid pursuant to Section 4 hereof;

(b) all the right, title and interest of such Builder in and to the CSA (except the right to deliver the Equipment and the right to receive the payments specified in Section 4.3(a) thereof and reimbursement for taxes paid or incurred by such Builder) and (except as aforesaid) in and to any and all amounts which may be or become due or owing to such Builder under the CSA on account of the indebtedness in respect of the Purchase Price (as defined in Section 4.1 of the CSA)

of the Equipment and interest thereon, and in and to any other sums becoming due from the Trustee under the CSA, other than those hereinabove excluded; and

(c) except as limited by subsection (b) of this Section, all such Builder's rights, titles, powers, privileges and remedies under the CSA;

without any recourse hereunder, however, against such Builder for or on account of the failure of the Trustee to make any of the payments provided for in the CSA or otherwise to comply with any of the provisions of the CSA; provided, however, that this Assignment shall not subject the Agent to or transfer or in any way affect or modify the obligations of such Builder to deliver the Equipment in accordance with the CSA or with respect to its warranties and agreements referred to in Article 2 or Article 14 of the CSA or relieve the Trustee from its obligations to such Builder contained in the CSA, it being agreed that all obligations of such Builder with respect to the Equipment shall be and remain enforceable by the Trustee and its successors and assigns against and only against such Builder. Each Builder hereby authorizes and empowers the Agent in the Agent's own name or in the name of the Agent's nominee or in the name of and as attorney for such Builder, hereby irrevocably constituted, to demand, sue for, collect and receive any and all sums to which the Agent is or may become entitled under this Assignment and to enforce compliance by the Trustee with the terms and agreements on its part to be performed under the CSA, but at the expense and liability and for the sole benefit of the Agent.

SECTION 2. Each Builder agrees that it shall construct the Equipment in full accordance with the CSA. Each Builder agrees to deliver the Equipment upon completion to the Trustee in accordance with the provisions of the CSA and, notwithstanding this Assignment, to fully perform each of and all the covenants and conditions of the CSA set forth to be performed by such Builder. Each Builder further agrees that it will warrant to the Trustee and the Agent that, at the time of delivery by such Builder of each unit of Equipment under the CSA, it had legal title to such unit and good and lawful right to sell such unit and that such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the CSA and the Lessee under the Lease; and each Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery

of such unit by it under the CSA; all subject, however, to the provisions of the CSA. The Builders will not deliver any of the Equipment to the Trustee under the CSA until the CSA, the Lease, this Assignment and the Lease Assignment have been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 (each Builder and its counsel being entitled to rely on advice from special counsel for the Agent that such filing has occurred).

SECTION 3. Each Builder agrees with the Agent that in any suit, proceeding or action brought by the Agent under the CSA for any installment of indebtedness or interest thereon in respect of the Purchase Price of the Equipment or to enforce any provision of the CSA, such Builder will indemnify, protect and hold harmless the Agent from and against all expenses, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Trustee or the Lessee arising out of a breach by such Builder of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Trustee or the Lessee by such Builder. Each Builder's obligation so to indemnify, protect and hold harmless the Agent is conditional upon (a) the Agent's timely motion or other appropriate action, on the basis of Article 15 of the CSA, to strike any defense, setoff, counterclaim or recoupment asserted by the Trustee or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Agent's prompt notification to the appropriate Builder of the asserted defense, setoff, counterclaim or recoupment and the Agent's giving such Builder the right, at such Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Trustee or the Lessee and not manufactured by such Builder and in cases of designs, processes or combinations specified by the Lessee and not developed by such Builder, each Builder agrees, to the extent provided in Annex A to the CSA and except as otherwise specifically provided in Annex A to the CSA, to indemnify, protect and hold harmless the Agent from and against any and all liability, claims, costs, charges and expenses, including royalty payments and

counsel fees, in any manner imposed upon or accruing against the Agent or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, process, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Agent will give prompt notice to the appropriate Builder of any claim actually known to the Agent which is based upon any such alleged infringement and will give to such Builder the right, at such Builder's expense, to compromise, settle or defend against such claim. Each Builder agrees that any amounts payable to it by the Trustee or the Lessee with respect to the Equipment, whether pursuant to the CSA or otherwise, not hereby assigned to the Agent, shall not be secured by any lien, charge or security interest upon such Equipment or any unit thereof.

SECTION 4. The Agent (as provided in Section 4.2 of the CSA) shall pay to the appropriate Builder on each Closing Date an amount equal to the portion of the Purchase Price of the Equipment then being settled for as shown on the invoice therefor, which under the terms of Section 4.3(b) of the CSA, is payable in installments; provided that the conditions specified in Articles VII and VIII of the Participation Agreement have been satisfied and there shall have been delivered to the Agent, on or prior to such Closing Date, the following documents, in form and substance satisfactory to it and to Cravath, Swaine & Moore, special counsel to the Agent, in such number of counterparts as may be reasonably requested by said special counsel:

(a) a bill or bills of sale from the Builder of the units being settled for to the Agent transferring to the Agent the security interest of such Builder in such units, warranting to the Agent and to the Trustee that, at the time of delivery of such units to the Trustee under the CSA, such Builder had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the CSA and the Lessee under the Lease, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units to the Trustee by such Builder under the CSA;

(b) Certificates of Acceptance on behalf of the Trustee and the Lessee with respect to such units as contemplated by Section 3.4 of the CSA and § 2 of the Lease;

(c) the Invoice (as defined in the CSA) for such units and, if the Purchase Price set forth in the Invoice is other than the base price or prices set forth in Annex B to the CSA, the Invoice shall be accompanied by or having endorsed thereon a certification by the Lessee as to its approval thereof;

(d) an opinion of counsel for the Builder of the units being settled for, dated as of such Closing Date, addressed to the Agent and the Trustee, to the effect that the aforesaid bill or bills of sale have been duly authorized, executed and delivered by such Builder and, assuming that the CSA and this Assignment have been duly filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303, are valid and effective to vest in the Agent the security interest of such Builder in such units, free from all claims, liens, security interests and other encumbrances (other than those created by the CSA and the rights of the Lessee under the Lease) arising from, through or under such Builder;

(e) a receipt from such Builder for any payment (other than the payment being made by the Agent pursuant to the first paragraph of this Section 4) required to be made on such Closing Date to such Builder with respect to such units, unless such payment is made by the Agent with funds furnished to it for that purpose by the Trustee; and

(f) such other certificates or opinions as the Agent may reasonably request.

The obligation of the Agent hereunder to make payment for any of the Equipment assigned hereunder is hereby expressly conditioned upon the Agent's having on deposit, pursuant to the terms of the Participation Agreement, sufficient funds available to make such payment and upon payment by the Trustee of the amount required to be paid by it pursuant to Section 4.3(a) of the CSA. In the event that the Agent shall not make any such payment, the Agent shall reassign to the appropriate Builder, without recourse to the Agent, all right, title and interest of the Agent in and to the units of Equipment with respect to which payment has not been made by the Agent.

SECTION 5. The Agent may assign all or any of its rights under the CSA, including the right to receive any payments due or to become due to it from the Trustee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the

extent of such assignment and upon giving the written notice required in Article 15 of the CSA, enjoy all the rights and privileges and be subject to all the obligations of the Agent hereunder.

SECTION 6. Each Builder hereby:

(a) represents and warrants to the Agent, the Lessee, the Trustee and their successors and assigns that the CSA and this Assignment were duly authorized by it and lawfully executed and delivered by it for a valid consideration; that, assuming due authorization, execution and delivery by the Trustee, the CSA and this Assignment are, insofar as such Builder is concerned, legal, valid and binding instruments, enforceable against such Builder in accordance with their terms and that they are now in force without amendment thereto;

(b) agrees that it will from time to time, at the request of the Agent, make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts as may be necessary and appropriate to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Agent or intended to be so; and

(c) agrees that, subsequent to the payment in full of the Purchase Price, upon request of the Agent, it will execute any and all instruments which may be necessary or proper in order to discharge of record the CSA or any other instrument evidencing any interest of such Builder therein or in the Equipment.

SECTION 7. This Assignment shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing of the CSA and this Assignment as shall be conferred by the laws of the several jurisdictions in which the CSA or this Agreement may be filed or in which any unit of the Equipment shall be located, and any rights arising out of the marking on the units of Equipment.

SECTION 8. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to

the Agent shall be deemed to be the original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

[Corporate Seal]

ACF SALES CORPORATION,

by

Attest:

Senior Vice President

Assistant Secretary

[Corporate Seal]

TRINITY INDUSTRIES, INC.,

by

Attest:

Senior Vice President

Assistant Secretary

[Corporate Seal]

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY,

by

Attest:

Assistant Vice President

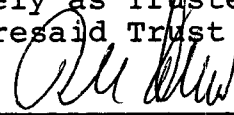
Assistant Corporate
Trust Officer

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

LA SALLE NATIONAL BANK hereby acknowledges receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment as of October 1, 1983.

LA SALLE NATIONAL BANK, not in its individual capacity but solely as Trustee under the aforesaid Trust Agreement,

by



Vice President

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 1983, before me
personally appeared , to me
personally known, who, being by me duly sworn, says that he
is a of ACF SALES CORPORATION, a Delaware
corporation, that one of the seals affixed to the foregoing
instrument is the corporate seal of said Corporation, that
said instrument was signed and sealed on behalf of said
Corporation by authority of its Board of Directors and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF TEXAS,)
) ss.:
COUNTY OF DALLAS,)

On this day of 1983, before me
personally appeared ,
to me personally known, who, being by me duly sworn, says
that he is a Senior Vice President of TRINITY INDUSTRIES,
INC., a Texas corporation, that one of the seals affixed to
the foregoing instrument is the corporate seal of said
Corporation, that said instrument was signed and sealed on
behalf of said Corporation by authority of its Board of
Directors and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)) ss.:
CITY OF BALTIMORE,)

On this day of 1983, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires